

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION**

In re: William A. Brownlee, Sr Debtor Citibank, N.A., not in its individual capacity but solely as trustee of COLT 2022-5 Trust Movant v. William A. Brownlee, Sr Debtor/Respondent Kenneth E. West, Esquire Trustee/Respondent	Bankruptcy No. 24-10598-pmm Chapter 13 Hearing Date: September 11, 2024 Hearing Time: 1:00 p.m. Location: 900 Market Street, Suite 400 Philadelphia, PA 19107
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MOTION OF CITIBANK, N.A., NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE OF COLT 2022-5 TRUST FOR RELIEF FROM THE AUTOMATIC STAY TO PERMIT CITIBANK, N.A., NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE OF COLT 2022-5 TRUST TO FORECLOSE ON 68 E SLOCUM ST, PHILADELPHIA, PA 19119

Movant, Citibank, N.A., not in its individual capacity but solely as trustee of COLT 2022-5 Trust, by and through the undersigned counsel, hereby moves this Court, pursuant to 11 U.S.C. § 362(d), for a modification of the automatic stay provisions for cause, and, in support thereof, states the following:

1. Debtor(s), William A. Brownlee, Sr, filed a voluntary petition pursuant to Chapter 13 of the United States Bankruptcy Code on February 23, 2024.
2. Jurisdiction of this cause is granted to the Bankruptcy Court pursuant to 28 U.S.C. § 1334, 11 U.S.C. § 362(d), Fed. R. Bankr. P. 4001(a), and all other applicable rules and statutes

affecting the jurisdiction of the Bankruptcy Courts generally.

3. On December 06, 2021, J&W Investment LLC, a Pennsylvania Limited Liability Company, by Member William A Brownlee, Sr executed and delivered a Promissory Note (“Note”) and Mortgage (“Mortgage”) securing payment of the Note in the amount of \$204,750.00 to Hometown Equity Mortgage, LLC, a Missouri Limited Liability Company. A true and correct copy of the Note is attached hereto as Exhibit “A.”
4. The Mortgage was recorded on February 08, 2022, in Instrument Number 53968673 of the Public Records of Philadelphia County, Pennsylvania. A true and correct copy of the Mortgage is attached hereto as Exhibit “B.”
5. The Mortgage was secured as a lien against the Property located at 68 E Slocum St, Philadelphia, PA 19119, (“the Property”).
6. The loan was lastly assigned to Citibank, N.A., not in its individual capacity but solely as trustee of COLT 2022-5 Trust and same was recorded with the Philadelphia County Recorder of Deeds on April 18, 2023, as Instrument Number 54170144. A true and correct copy of the Assignment of Mortgage is attached hereto as Exhibit “C.”
7. Select Portfolio Servicing, Inc. is the servicer of the loan described in the Note and Mortgage and, as such, has the authority to initiate the instant action and any foreclosure on the Creditor’s behalf.
8. Based upon the Debtor(s)’ Chapter 13 Plan (Docket No. 21), the property is not included within the plan. A true and correct copy of the Chapter 13 Plan is attached hereto as Exhibit “D.”
9. Debtor has failed to make the monthly payments of principal, interest, and escrow in the amount of \$3,674.80 which came due on March 01, 2024 through June 01, 2024,

respectively.

10. Thus, Debtor(s)' post-petition arrearage totaled the sum of \$14,699.20 through June 30, 2024.

11. The current unpaid principal balance due under the loan documents is approximately \$203,190.06. Movant's total claim amount, itemized below, is approximately \$299,470.37. See Exhibit "F."

Principal Balance	\$203,190.06
Interest	\$79,288.53
Escrow Advance	\$3,388.11
Accumulated NSF Charges	\$60.00
Penalty Interest	\$10,159.50
Recoverable Balance	\$3,384.17
Total to Payoff	\$299,470.37

12. According to the Debtor(s)' schedules, the value of the property is \$203,900.00. A true and accurate copy of the Debtor(s)' Philadelphia Property Assessor is attached hereto as Exhibit "G."

13. Under Section 362(d)(1) of the Code, the Court shall grant relief from the automatic stay for "cause" which includes a lack of adequate protection of an interest in property. Sufficient "cause" for relief from the stay under Section 362(d)(1) is established where a debtor has failed to make installment payments or payments due under a court-approved plan, on a secured debt, or where the Debtor(s) have no assets or equity in the Mortgaged Property.

14. As set forth herein, Debtor has defaulted on his/her/their secured obligation as he/she/they has/have failed to make his/her/their monthly post-petition installment payments.

15. As a result, cause exists pursuant to 11 U.S.C. § 362(d) of the Code for this Honorable Court to grant relief from the automatic stay to allow Movant, its successor and/or

assignees to pursue its state court remedies, including the filing of a foreclosure action.

16. Additionally, once the stay is terminated, the Debtor(s) will have minimal motivation to insure, preserve, or protect the collateral; therefore, Movant requests that the Court waive the 14-day stay period imposed by Fed.R.Bankr.P. 4001(a)(3).

WHEREFORE, Movant, prays this Honorable Court enter an order modifying the automatic stay under 11 U.S.C. § 362(d) to permit Citibank, N.A., not in its individual capacity but solely as trustee of COLT 2022-5 Trust to take any and all steps necessary to exercise any and all rights it may have in the collateral described herein, to gain possession of said collateral, to seek recovery of its reasonable attorneys' fees and costs incurred in this proceeding, to waive the 14-day stay imposed by Fed.R.Bankr.P. 4001(a)(3), and for any such further relief as this Honorable Court deems just and appropriate.

Date: July 23, 2024

**Robertson, Anschutz, Schneid, Crane
& Partners, PLLC**

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